

EXHIBIT A-1

MAR-17-2011 11:41 FROM:DC-CONCERTS-

3012080495

TO:13045364927

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DC*CONCERT Productions

<u>Event:</u>	Musical Performance/Concert
<u>Event Date:</u>	Thursday, July 28, 2011
<u>Venue:</u>	The Greenbrier Classic Amphitheatre at the West Virginia State Fairgrounds, located at 891 Maplewood Ave., Fairlea, WV 24902
<u>Artist:</u>	Tim McGraw
<u>Artist's Guarantee:</u>	\$750,000.00
<u>Supporting Artist:</u>	Luke Bryan
<u>Supporting Artist's Guarantee:</u>	\$50,000.00

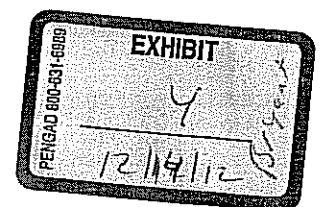
PRODUCTION AGREEMENT

This **PRODUCTION AGREEMENT** (this "Agreement") is entered into on this ____ day of November, 2010, by and between DC Concert Productions, Inc., a Maryland corporation with its principal office at 2 Professional Dr., Suite 217, Gaithersburg, Maryland 20879 ("DC Concerts") and Greenbrier Hotel Corporation, a West Virginia corporation, d/b/a The Greenbrier Resort, with its principal office at 300 W. Main Street, White Sulphur Springs, West Virginia (the "Client"). DC Concerts and Client are sometimes referred to herein individually as a "Party" and, collectively, as the "Parties."

Background

A. Client desires to engage DC Concerts to organize and produce the above-referenced event (the "Event") at the specified venue ("Venue") featuring the identified performance artists (collectively, the "Artists").

B. DC Concerts is in the business of organizing and producing performance events and desires to accept this engagement under the terms and conditions of this Agreement.



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Agreement

NOW, THEREFORE, in consideration of the premises and of the mutual promises and undertakings contained herein, the DC Concerts and Client agree as follows:

1. **ENGAGEMENT.** Subject to the terms and conditions of this Agreement, Client hereby engages DC Concerts to organize and produce the Event, on the Event Date at the Venue (this "Engagement"), as more specifically described hereinafter.

2. **AUTHORIZATION.** In furtherance of this engagement, Client hereby authorizes DC Concerts to contact the Artists on Client's behalf and arrange for the appearance and performance of the Artists at the Event on terms acceptable to Client. DC Concerts is further authorized to act as Client's agent for the purposes of negotiating the terms of the Artists' contract between Client and Artists including any exhibits, attachments or riders thereto (collectively, the "Artists' Contracts"). However, DC Concerts is not required nor authorized to execute the Artists' Contracts on behalf of DC Concerts or Client, or to otherwise bind Client with respect to such contracts. Artists' Contracts shall be solely between Client and each Artist and DC Concerts shall have no obligation or liability in connection therewith. The Artists' guaranteed payment (the "Artists' Guarantees") are specified above and are hereby approved by Client. Any change to the Artists' Guarantees is subject to Client's approval. Client will promptly execute the Artists' Contracts upon presentation by DC Concerts. Client will not unreasonably reject the Artists' Contracts or any term thereof.

3. **DC CONCERTS' RESPONSIBILITIES:** DC Concerts' production responsibilities for this Engagement consist of the following, as well as any other responsibilities to which DC Concerts and Client may agree to in writing:

- a) Contact Artists' agents and arrange for Artists appearance and performance at the Event, subject to a written contract between Client and each Artist;
- b) Negotiate the terms of the Artists' Contracts, including, but not limited to, the Artists' Guarantees;
- c) Present the Artists' Contracts to Client for signature and deliver a copy of fully signed Artists' Contracts to the Artists' respective agents;
- d) Identify a reputable production company ("Production Company") to perform all aspects of production for the Event; negotiate price of production and terms of Production Company's contract; present Production Company's contract to Client for execution;
- e) Act as liaison between the Artists' management and Client; and
- f) Perform any other act reasonably requested by Client in connection with the production of the Event.

4. **CLIENT'S RESPONSIBILITIES:** Except for those responsibilities allocated to DC Concerts as set forth in the previous Section, Client is responsible for all other aspects of the Event, including without limitation:

- a) Client is responsible for all aspects relating to the Venue, including without limitation, all costs and arrangement for access to and use of Venue, all licenses, permits, insurance requirements of Venue, coordination with local authorities regarding use of Venue, traffic control outside of Venue, any damage to Venue, environmental hazards associated with the Venue, and any and all cleanup resulting from the Event;
- b) Client is responsible for ensuring that Venue is accessible to DC Concerts and DC Concerts' subcontractor on the dates specified by DC Concerts;

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- c) Client is solely responsible for compliance with the terms and conditions of the Artists' Contracts, including but not limited to, payment of the Artists' Guarantees;
- d) Client is responsible for execution of and compliance with Production Company's contract and payment to Production Company;
- e) Client is responsible for marketing the Event and Artists on all promotional outlets such as radio, television, Internet websites, e-blasts, posters, flyers and all other forms of promotion;
- f) Client is responsible for procurement of all necessary performance rights licenses, fees and royalties, as applicable;
- g) Client is responsible for any aspect of Event not specifically allocated to DC Concerts.

5. COMPENSATION:

- a) **Fee:** Client shall pay DC Concerts a Fee of ten percent (10%) of the sum of the Artists' Guarantees, as set forth on the first page of this Agreement, in accordance with this Section.
- b) **Fee Upon Cancellation by Artist:** Notwithstanding the foregoing paragraph, if the main Artist cancels his/her appearance/performance or otherwise fails to appear at the Event through no fault of or breach of the Artist's Contract by Client, DC Concerts' Fee shall be as follows:
 - i. If Artist's cancellation occurs within seven (7) days of execution of the Artist's Contract, DC Concerts' Fee shall be one percent (1%) of the sum of the Artists' Guarantees, as shown above (regardless of whether or not the Artists' Guarantees are actually paid to Artists), plus expenses.
 - ii. If Artist's cancellation occurs (or Artist fails to appear) on the Event Date, DC Concerts' Fee shall be five percent (5%) of the sum of the Artists' Guarantees, as shown above (regardless of whether or not the Artists' Guarantees are actually paid to Artists), plus expenses.
- c) **Expenses:** In addition to the Fee, Client shall reimburse DC Concerts for all lodging and meal expenses reasonably incurred by DC Concerts in connection with this Engagement. Alternatively, Client may provide, at no cost to DC Concerts, lodging and meals for DC Concerts in connection with this Engagement, as reasonably required by DC Concerts.
- d) **Payment Terms.** Client shall pay DC Concerts fifty percent (50%) of the Fee upon execution of this Agreement in the form of a wire transfer or company check. Client shall pay DC Concerts the remaining fifty percent (50%) of the Fee and reimburse DC Concerts for qualified expenses on the Event Date immediately upon commencement of the Event in the form of a certified check. No portion of the Fee is refundable, except as necessary in connection with a cancellation as set forth in Section 5(b) above.

WIRE TRANSFER INFORMATION

Wachovia Bank
607 N. Frederick Rd.
Gaithersburg, MD

DC Concert Productions
2 Professional Dr. Ste. 217
Gaithersburg, MD 20879
Routing No. -
Account No. -

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6. **TERM.** The term of this Agreement (the "Term") shall commence upon execution by both Parties and shall continue until thirty (30) days after the Event date or until such time that each Parties' performance hereunder is fully completed, whichever is later, after which the Term shall automatically expire. Prior to the expiration of the Term, either Party can terminate this Agreement upon written notice to the other Party if the other Party breaches this Agreement and fails to cure such breach within ten (10) days of receiving written notice of such breach. The foregoing remedy shall be in addition to, not in lieu of, any other remedies available to the non-breaching party under this Agreement, at law or in equity. Sections 5, 6, 7, 8 and 10 as set forth herein shall survive any expiration or termination of this Agreement.

Volume
Discontinuing

7. **EXCLUSIVE ENGAGEMENT FOR FUTURE EVENTS.** In consideration of the services provided by DC Concerts hereunder and the discounts reflected in the Fees set forth herein, Client agrees to engage and does hereby engage DC Concerts as Client's exclusive organizer and producer for all future performance events in connection with the PGA Greenbrier Classic (the "Greenbrier Classic Concert Series") through the year 2015. Client and DC Concerts will enter into separate agreements for each such Event under terms substantially similar to those set forth herein and, in any case, under terms no less favorable to DC Concerts. Notwithstanding the foregoing, if Client is not satisfied with DC Concerts' performance of the 2010 Event, Client may cancel this engagement by providing DC Concerts' with written notice of cancellation within thirty (30) days of the Event Date. In the absence of such notice within thirty (30) days of the Event Date, this engagement shall be binding and enforceable.

8. **LIABILITY AND INSURANCE:**

- a) DC CONCERTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR THE EVENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS. DC CONCERTS' MAXIMUM CUMULATIVE LIABILITY TO CLIENT AND/OR ANY OTHER PERSON OR ENTITY UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED ONE HALF OF THE AMOUNT OF THE FEE ACTUALLY PAID TO AND RECEIVED BY DC CONCERTS HEREUNDER.
- b) Client agrees to indemnify, defend and hold DC Concerts and its directors, officers, employees, representatives and agents harmless from and against any claims, damages, judgments, fines, losses and costs (including without limitation reasonable attorneys' fees) arising out of or in connection with any claim, demand or action made or commenced by any third party for: i) death, bodily injury or property damage, theft or loss occurring at the Venue or during the Event or otherwise caused directly or indirectly by Client or Client's directors, officers, employees, agents, representatives or contractors (collectively, "Client's Organization"); or ii) damages arising from a breach of this Agreement by Client, breach of any Artist's Contract by Client, or a violation of any applicable law, rule, regulation or licensing requirement by Client's Organization.
- c) Client agrees to carry commercial liability insurance on an occurrence basis with insurance companies acceptable to DC Concerts with a minimum combined single limit of liability for bodily injury, personal injury and property damage of Five Million Dollars (\$5,000,000) applicable to the activities described herein. In addition, DC Concerts will be included as an additional insured in the commercial general liability insurance policy. A certificate of insurance confirming the required insurance coverage shall be filed with DC Concerts no later than ten (10) calendar days prior to the Event Date. Client shall also maintain appropriate Workers Compensation at or above the statutory requirements.

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9. **INDEPENDENT CONTRACTOR:** Notwithstanding DC Concerts' limited authorization to represent Client in connection with contract negotiations, as described above, the Parties hereto are independent contractors and this Agreement shall not, in any way, be construed so as to create a partnership, joint venture or any other joint undertaking or venture between the Parties hereto.

10. **MISCELLANEOUS:** This Agreement (i) cannot be assigned or transferred without the prior, written consent of the other Party; (ii) contains the complete understanding of the Parties and supersedes all prior and contemporaneous understandings, agreements and representations of the Parties, oral and written, with respect to the subject matter contained herein; and (iii) cannot be amended, supplemented, varied or discharged except by an instrument in writing signed by the Parties. DC Concerts is not responsible for any delays or failures in performance under this Agreement caused by earthquake, hurricane, tornado, inclement weather, other Acts of God, or events or circumstances beyond the reasonable control of DC Concerts. This Agreement is made and shall be construed and enforced under the laws of the State of Maryland without giving effect to its conflicts of laws principles.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement as of the date first set forth hereinabove:

DC CONCERT PRODUCTIONS, INC.

GREENBRIER HOTEL
CORPORATION

By: Carol Auxier
Name: CAROL AUXIER
Title: Vice President
Date: 11/22/10

By: [Signature]
Name: Jeff Kmei
Title: VF / MD
Date: 11/22/10

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